

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Crim. No. 11-
	:	
v.	:	18 U.S.C. § 981(a)(1)(C)
	:	18 U.S.C. § 1952(a)(3)
DONALD OLESKY	:	18 U.S.C. § 2 &
	:	28 U.S.C. § 2461

INFORMATION

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

COUNT 1

(Use of the Mail to Promote, Carry On and Facilitate Bribery)

1. At all times relevant to this Information, defendant DONALD OLESKY was employed as the Director of Facility Maintenance by a company that owned and operated container ship terminal facilities at a port in Union County, New Jersey (the "Terminal Operator"). Defendant DONALD OLESKY was empowered to obtain bids and negotiate contracts on behalf of the Terminal Operator in furtherance of construction projects at the Terminal Operator's facilities. Defendant DONALD OLESKY also oversaw construction projects at the Terminal Operator's facilities and approved payments to construction contractors. Defendant DONALD OLESKY owed a duty of fidelity to the Terminal Operator, as an agent and employee of the Terminal Operator.

2. From in or about 2000 to on or about February 13, 2007, defendant DONALD OLESKY accepted kickbacks that exceeded \$50,000 from a demolition contractor (the "Demolition Contractor") in exchange for defendant DONALD OLESKY's assistance in awarding

contracts by the Terminal Operator in connection with demolition projects at the Terminal Operator's facilities - kickbacks that were knowingly solicited and accepted as consideration for defendant DONALD OLESKY violating and agreeing to violate his duty of fidelity to the Terminal Operator.

3. From in or about 2000 to on or about February 13, 2007, in Union County, in the District of New Jersey and elsewhere, the defendant,

DONALD OLESKY,

knowingly and intentionally used and caused to be used the mail with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, that is, commercial bribery, contrary to N.J.S.A. § 2C:21-10, and, thereafter, did perform and attempt to perform acts to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of such unlawful activity, as follows:

a. In or about 2000, defendant DONALD OLESKY and the Demolition Contractor entered into an agreement whereby defendant DONALD OLESKY assisted the Demolition Contractor in securing contracts from the Terminal Operator in connection with demolition projects at the Terminal Operator's facilities. In exchange, defendant DONALD OLESKY solicited as kickbacks from the Demolition Contractor a portion of the price paid for demolition contracts that the Terminal Operator awarded to the Demolition Contractor as consideration for defendant DONALD OLESKY agreeing to violate his duty of fidelity to Terminal Operator.

b. In furtherance of this corrupt agreement:

i. On or about June 7, 2006, defendant DONALD OLESKY caused to be sent via mail to the Demolition Contractor a letter inviting the Demolition Contractor to submit a bid for the demolition of a building at the Terminal Operator's facilities.

ii. On or about June 26, 2006, the Demolition Contractor submitted a bid in the amount of \$204,300 to the Terminal Operator for the demolition of the building listed in the June 7, 2006 letter described in paragraph 3(b)(i). The Terminal Operator subsequently awarded the demolition contract to the Demolition Contractor (the "Demolition Contract").

iii. On or about December 11, 2006, defendant DONALD OLESKY and the Demolition Contractor met at the Terminal Operator's facilities. During that meeting, defendant DONALD OLESKY discussed how he had manipulated the bidding process for the Demolition Contract to ensure that it was awarded to the Demolition Contractor. Defendant DONALD OLESKY and the Demolition Contractor agreed that the Demolition Contractor would kick back \$22,000 in cash to defendant DONALD OLESKY for assisting the Demolition Contractor in obtaining the Demolition Contract.

iv. On or about January 4, 2007, defendant DONALD OLESKY and the Demolition Contractor met at the Terminal Operator's facilities. During that meeting, defendant DONALD OLESKY accepted \$11,000 in cash from the Demolition Contractor, representing half of the kickback for the Demolition Contract.

v. On or about February 13, 2007, defendant

DONALD OLESKY met in his office at the Terminal Operator's facilities with an undercover law enforcement agent (the "UC") who represented that he was acting on behalf of the Demolition Contractor. During that meeting, defendant DONALD OLESKY accepted \$11,000 in cash from the UC, representing the remainder of the kickback for the Demolition Contract.

In violation of Title 18, United States Code, Section 1952(a)(3) and Title 18, United States Code, Section 2.

COUNT 2

(Use of the Mail to Promote, Carry On and Facilitate Bribery)

1. Paragraph 1 of Count 1 of this Information is hereby incorporated and realleged as if fully set forth herein.

2. From in or about 2000 to on or about January 7, 2011, defendant DONALD OLESKY accepted kickbacks that exceeded \$50,000 from a general contractor (the "General Contractor") in exchange for defendant DONALD OLESKY's assistance in awarding contracts by the Terminal Operator in connection with construction projects at the Terminal Operator's facilities - kickbacks that were knowingly solicited and accepted as consideration for defendant DONALD OLESKY violating and agreeing to violate his duty of fidelity to the Terminal Operator.

3. From in or about 2000 to on or about January 7, 2011, in Union County, in the District of New Jersey and elsewhere, the defendant,

DONALD OLESKY,

knowingly and intentionally used and caused to be used the mail with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, that is, commercial bribery, contrary to N.J.S.A. § 2C:21-10, and, thereafter, did perform and attempt to perform acts to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of such unlawful activity, as follows:

a. In or about 2000, defendant DONALD OLESKY and the General Contractor entered into an agreement whereby defendant

DONALD OLESKY assisted the General Contractor in securing contracts from the Terminal Operator in connection with construction projects at the Terminal Operator's facilities. In exchange, defendant DONALD OLESKY solicited as kickbacks from the General Contractor a portion of the price paid to the General Contractor for construction contracts that the Terminal Operator awarded to the General Contractor as consideration for defendant DONALD OLESKY agreeing to violate his duty of fidelity to Terminal Operator.

b. In furtherance of this corrupt agreement:

i. In or about July 2009, the General Contractor was awarded an approximately \$300,000 construction contract to perform renovations of an office space at the Terminal Operator's facilities (the "Renovation Contract") that was steered to the General Contractor by defendant DONALD OLESKY.

ii. In or about October 12, 2010, the General Contractor submitted to the Terminal Operator an invoice for \$51,000 for work the General Contractor performed under the Renovation Contract.

iii. On or about November 17, 2010, the Terminal Operator sent via mail to the General Contractor a check in the amount \$51,000.

iv. On or about the dates set forth below, the General Contractor gave cash in the approximate amounts set forth below to defendant DONALD OLESKY as a kickbacks for the Renovation Contract:

Date	Kickback Amount
November 19, 2010	\$2,000
November 29, 2010	\$2,000
December 9, 2010	\$2,500
December 17, 2010	\$2,500
December 23, 2010	\$2,000
January 7, 2011	\$2,500

In violation of Title 18, United States Code, Section 1952(a)(3) and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATIONS

As a result of committing the aforementioned offense in violation of 18 U.S.C. § 1952(a)(3) and 18 U.S.C. § 2, defendant DONALD OLESKY shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, all property, real and personal, that constituted and was derived from proceeds traceable to the commission of the offense in that such sum constituted and was derived, directly or indirectly, from proceeds traceable to the commission of the above-mentioned offense.

If any of the above-described forfeitable property, as a result of any act or omission of defendant DONALD OLESKY:

- (1) cannot be located upon exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. 853(p), to seek forfeiture of any other property of defendant DONALD OLESKY up to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section
981(a)(1)(C) and Title 28, United States Code, Section 2461.



PAUL J. FISHMAN
United States Attorney